THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION NO.11271 OF 2006

Dated: June, 2006.

Between :

P.M. Aswin Kumar … Petitioner

And

The Secretary, Regional Transport Authority,
Visakhapatnam and another. .. Respondents

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION NO.11271 OF 2006

ORDER :

This writ petition is filed seeking a Mandamus directing the 1st respondent – Regional Transport Authority, Visakhapatnam, not to entertain any application that may be filed by the 2nd respondent for transfer of vehicles belonging to the petitioner.

The petitioner claims to be engaged in the business of transport. It is stated that for the purpose of his business, he had purchased two heavy goods vehicles (lorries) bearing Registration No.AP 31-X-7902 and AP.31-X-9678 by availing financial assistance from the 2nd respondent-Finance Company, in the month of March, 2005 by hypothecating the vehicles in question. It is stated that he has been regularly paying the installments specified under the loan account. While so, the 2nd respondent had seized the vehicles without there being any justifiable reason and in spite of the requests made by the petitioner, the 2nd respondent declined to release the vehicles and did not even reveal the reasons for seizure. Moreover, the petitioner came to know that the 2nd respondent is taking steps to get the vehicles transferred in its name without the knowledge and consent of the petitioner, taking undue advantage of custody of all the documents relating to the vehicles. In the circumstances, the petitioner approached the 1st respondent and brought to its notice about the illegal and high-handed action of the 2nd respondent and requested not to effect transfer of the vehicles in question in favour of the 2nd

respondent, however, the 1st respondent expressed its inability. Hence, this writ petition with the above prayer.

Having heard the learned Counsel for the petitioner and having perused the material on record, it is clear that the dispute, if any, is only between the petitioner and the 2nd respondent. The issues; whether the petitioner had committed any default in payment of the loan availed by him, and whether the terms and conditions of hypothecation agreement entitled the 2nd respondent to seize the vehicles in question arise out of the agreement between the petitioner and the 2nd respondent entered into voluntarily mutually agreeing that the same are binding on them. The learned Counsel for the petitioner could not point out any statutory provision under which the consent of the owner of the vehicle is mandatory for registration of the transfer of the hypothecated vehicle in favour of the creditor. As a matter of fact, there is absolutely no material to substantiate the allegation of the petitioner that the 2nd respondent is taking steps to get the vehicles in question transferred in its favour. At any rate, on the face of it, the matter does not involve enforcement of any legal right or statutory obligation. Absolutely, no case is made out to show that the 1st respondent has acted in violation of any statutory provision. Hence, it is not open to the petitioner to seek a Writ of Mandamus.

The Writ Petition is devoid of any merit and accordingly the same is dismissed. No costs.

_____

G. ROHINI, J.

Dt. –6-2006
Kgr